U.S. Department of Justice Washington, DC 20530

Exhibit A

OMB NO: 1105-0003

To Registration-Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such documents, other than information materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

| 1. Name and address of registrant | | 2. Registration No. 3712 | | |
|--|---|--------------------------|---------|-----|
| Piper Rudnick LLP 901 15th Street, N.W. Washington, D.C. 20005 | | | | |
| 3. Name of foreign principal | 4. Principal address of foreig | n principal | | |
| The Government of Haiti | Attn: Ira Kurzban Kurzban Kurzban We | einger and Tetzeli | . P. | Α. |
| | Plaza 2650, 2d Floor | | | |
| | 2650 S.W. 27 th Ave | | | |
| | Miami, FL 33133 | | | |
| 5. Indicate whether your foreign principal is one of the follow | wing: | | MAN COM | EGI |
| ☑ Foreign government | | | | S S |
| ☐ Foreign political party | | | 7 | |
| ☐ Foreign or domestic organization: If either, check ☐ Partnership | one of the following: ☐ Committee | | # # | Z S |
| ☐ Corporation | □ Voluntary group | | 32 | = |
| ☐ Association | ☐ Other (specify) | <u>.</u> | | |
| ☐ Individual-State nationality | | | | |
| 6. If the foreign principal is a foreign government, state: | | | | |
| a) Branch or agency represented by the registrant. | National government | | | |
| b) Name and title of official with whom registrant | deals General Counsel | | | |
| 7. If the foreign principal is a foreign political party, state: | | | | |
| a) Principal address. | | | | |
| b) Name and title of official with whom registrant | deals. | | | |
| c) Principal aim | | | | |

| 8. If the foreign principal is not a foreign gove | ernment or a foreign political party, | | | | | | |
|---|--|------------------|--|--|--|--|--|
| a) State the nature of the business or ac | ctivity of this foreign principal | | | | | | |
| N/A | | | | | | | |
| b) Is this foreign principal | | | | | | | |
| Supervised by a foreign government, foreign political party, or other foreign principal | | | No □ | | | | |
| Owned by a foreign government, foreign political party, or other foreign principal | | | No 🗆 | | | | |
| Directed by a foreign government, foreign political party, or other foreign principal | | | No □ | | | | |
| Controlled by a foreign government, foreign political party, or other foreign principal | | | No □ | | | | |
| Financed by a foreign government, foreign political party, or other foreign principal | | | No 🗆 | | | | |
| Subsidized by a foreign government, foreign political party, or other foreign principal | | | No □ | | | | |
| | | | | | | | |
| 9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.) | | | | | | | |
| N/A | | | | | | | |
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| 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. | | | | | | | |
| | | | | | | | |
| | N/A | | | | | | |
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| | | | | | | | |
| Date of Exhibit A | Name and Title Signatur | -e | | | | | |
| April 14, 2003 | Jeffrey F. Liss, Chief Operating Officer | 1.F1 | <u>(</u> | | | | |
| | X //I | / ' ' | | | | | |

U.S. Department of Justice Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such documents, other than information materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| 1. Name of Registrant | | 2. Registration No. 371 | 2 | |
|---|-------------------------|-------------------------|--------------|-----------|
| Piper Rudnick LLP | | | | REG |
| 3. Name of foreign principal The Government of Haiti | | • | MAY -7 | STRAI |
| | | | ₽ | <u>ુર</u> |
| | Check Appropriate Boxes | | 4: 32 | TINU |

- 4. 🖾 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Performance of the above-mentioned agreement is set forth in the attached letter of agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No I If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with members of the Legislative and Executive Branches. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's authorization.

Date of Exhibit B

Name and Title

April 14, 2003

Jeffrey F. Liss, Chief Operating Officer

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interest, policies, or relations of a government of a foreign country or a foreign political party.

Signature

REGISTRATION UNIT

Agreement for Professional Services between Piper Rudnick and Government of Haiti March 15, 2003

REGISTRATION UNIT

Piper Rudnick ("PR") and the Government of Haiti enter into the following agreement for professional services:

- 1. SCOPE. PR will provide the following professional services:
- a. Provide strategic advice to the Government of Haiti on how to achieve improved relations with the United States Government (including the United States Congress), multi-national financing agencies, United States businesses and business associations, the media, and other entities as are from time-to-time agreed upon between the parties to this agreement;
- b. Arrange for and attend meetings as necessary with United States Government leaders, the United States Congress, multi-national financing agencies, United States businesses and business associations, the media, and other entities as from time to time are agreed upon between the parties to this agreement;
- c. Obtain public statements in support of democracy in Haiti and the progress the government of Haiti is making in achieving that end.
- d. Prepare, edit or review public statements, editorials and opinion pieces, public relations productions (print or electronic);
- e. Conduct or supervise the necessary research to advance the objectives outlined in this agreement;
- f. Work under the direction and supervision of Dellums, Brauer, Halterman & Associates, LLC to attain the appropriate objectives.
- 2. MILESTONES AND TASKS. The parties agree to the following milestones and specific tasks as examples of the effort necessary to achieve these goals:
- a. Attend and participate in regular meetings each week with the other consultants working on the project goals;
- b. Provide a written bi-weekly report on consultant activities delivered to the point of contact identified by the Government of Haiti;
- c. Produce a periodic bulletin delivered to U.S. opinion leaders, activists and Haitians living in the United States;
- d. Establish meetings between representatives of the Government of Haiti and the U.S. Government and the United States Congress;
- e. Monitor congressional hearing schedules, working to secure witnesses to appear at such hearings and testimony to be submitted to such hearings;

- f. Placement of periodic stories, opinion pieces and editorials in US media sources favorable to steps the Government of Haiti is taking to promote democracy.
- g. Establish meetings between representatives of the Government of Haiti and U.S. businesses and business associations.
- h. Work with grassroots organizations that support advancement of democracy in Haiti; and
- i. Attend such meetings as are necessary with President Aristide or ministers of the Government of Haiti.
- 3. CONTACT. The Government of Haiti shall designate a point of contact for PR.
- 4. PR PRINCPLES. Brenda Meister and Lawrence Levinson shall provide principal services and be the point of contact on behalf of PR, but they may call upon other PR members and associates as can, in their professional judgment, serve the purposes of this Agreement.
- 5. COLLABORATION. PR and the Government of Haiti agree that they will work collaboratively on this project and that PR shall work in conjunction with other consultants retained by the Government of Haiti.
- 6. BEST EFFORTS. PR agrees to apply its professional skills and knowledge to the achievement of the agreed to tasks.
- 7. TIME OF ESSENCE. Time is of the essence in conducting the work covered under the agreement.
- 8. COMPENSATION. The Government of Haiti agrees to pay PR for its professional services a monthly retainer in the sum of \$25,000. A monthly invoice will be presented to Ira Kurzban Esquire at the fifteenth of each month and payment will be made within 30 days of receipt.
- 9. EXPENSES. All expenses are the responsibility of PR.
- 10. PAST DUE BILLS. Billings will be submitted monthly and are due and payable within 30 days of receipt.
- 11. TERMINATION. The Government of Haiti or PR retains the right to terminate this contract at any time. If the agreement is terminated by the Government of Haiti, PR will be entitled to the pro-rata portion of the month's retainer fee.

- 12. DURATION. This contract is for a period of four months from April 1, 2003 through August 1, 2003. The contract will terminate on August 1, 2003 unless the Government of Haiti, or PR, decide to terminate the contract before August 1, 2003 or both parties upon their mutual agreement in writing determine to extend the contract.
- 13. CONFIDENTIALITY. The Government of Haiti has, and will have in the future, a broad range of proprietary information including, but not limited to, state secrets, current and future plans and strategy, process information, government privileged information and intelligence. PR agrees that it will not divulge, disclose or communicate any such information to any third party without the prior consent of the Government of Haiti. All information obtained will be treated as privileged and strictly confidential. These confidentiality provisions shall remain in full force and effect after the termination of the Agreement. Upon termination of the Agreement, PR and its employees shall deliver to the Government of Haiti all records. notes, data, memorandum, computerized information, models, and equipment of any nature that are in their possession or under their control that relate to the work they have performed for Haiti. Moreover, it is mutually understood and agreed that all written documents produced by PR under this agreement will be cleared with the office of Kurzban, Kurzban, Weinger and Tetzeli, PA prior to sending such documents to any persons within or outside Haiti, including all U.S. and Haitian government officials. PR is subject to the DC rules of professional conduct issued by the DC Bar with respect to preserving and protecting client confidential information as well as avoiding conflicts of interest.
- 14. ENTIRE AGREEMENT. This agreement represents the entire agreement between the parties on the subject of the agreement.
- 15. NOTICE. Notice may be sent to either party by first class mail or express service to the address provided by the parties, or by facsimile to a phone number provided by the parties, or by e-mail to an address provided by the parties.
- 16. GOVERNING LAW. The laws of the nation o Haiti govern this agreement and the agreement may be enforced only in the courts of Haiti.
- 17. SEVERABLITY. The invalidity of any part of this agreement will not affect the enforceability of the remaining portions.

18. MULTIPLE COPIES. The agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

for: PIPER RUDNICK, LLP

Marca 14, 2003

for: THE GOVERNMENT OF HAPTI

3/24/03